

1 BILL NO. S-83-04-19

2 SPECIAL ORDINANCE NO. S-82-83

3 AN ORDINANCE approving Contract  
4 No. 330-80, Phase II, by the  
5 City of Fort Wayne by and through  
its Board of Public Works and  
John Dehner, Inc.

6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
7 OF THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That a certain Contract dated March 23, 1983,  
9 between the City of Fort Wayne, Indiana, by and through its  
10 Mayor and the Board of Public Works, and John Dehner, Inc., for:

11 labor, material, equipment, tools, trans-  
12 portation, misc. equipment, etc., neces-  
13 sary for the demolition of four (4') feet  
14 below ground line, the existing pump sta-  
15 tion within Contract 330-80, Phase II,  
break floor in pump floor and wetwell for  
drainage, fill with material from demoli-  
tion and gravel to approximately four  
(4') feet below existing ground level  
and fill balance with clean dirt;

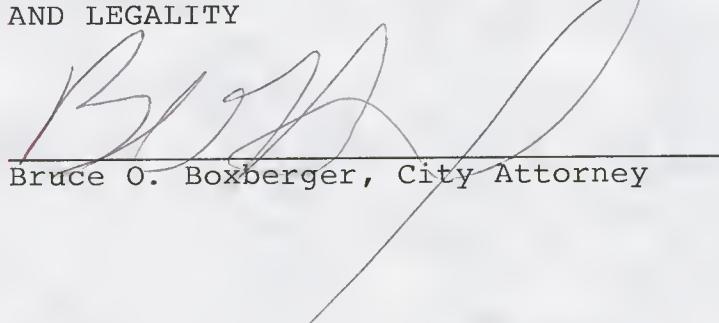
16  
17 involving a total cost of Eighteen Thousand Seven Hundred Fifty  
18 and No/100 Dollars (\$18,750.00).

19 SECTION 2. A copy of said Contract is on file in the  
20 Office of the Board of Public Works, and is available for public  
21 inspection.

22 SECTION 3. That this Ordinance shall be in full force  
23 and effect from and after its passage, and any and all necessary  
24 approval by the Mayor.

25   
26 Councilmember

27 APPROVED AS TO FORM  
28 AND LEGALITY

29   
30 Bruce O. Boxberger, City Attorney

31  
32

Read the first time in full and on motion by Scruggs, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 12-12-83, the 19 day of December, 1983, at 10:00 o'clock A.M., E.S.T.

DATE: 4-12-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>BRADBURY</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>BURNS</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>EISBART</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>SCHMIDT</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>SCHOMBURG</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>SCRUGGS</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>STIER</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>
<u>TALARICO</u>	<u>✓</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u></u>

DATE: 4-26-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK  
*acting*

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-82-83, on the 26th day of April, 1983.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK  
*acting*

Bay A. Elbrey  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of April, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK  
*acting*

Approved and signed by me this 28th day of April, 1983, at the hour of 11 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

22-222-23  
3/23/82

CONTRACT  
Contract No. 330-80 Phase II

THIS CONTRACT made and entered into in triplicate this 23rd day of March, 1983, by and between JOHN DEHNER, INC., hereinafter called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the demolition of four (4') feet below ground line, the existing pump station within Contract 330-80, Phase II, break floor in pumpfloor and wetwell for drainage, fill with material from demolition and gravel to approximately four (4') feet below existing ground level and fill balance with clean dirt,

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11055 Sheet 17 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$18,750.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on 12 December 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1-NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

## ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Contractor's Quote Dated 22 December 1983
- B. Fort Wayne Water Pollution Control Engineering Department's Construction Drawing No.
- C. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted 23 July 1980 and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- D. Special Provisions
- E. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- F. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended)
- G. Prevailing wage scale
- H. Performance Bond
- I. Labor and Material Payment Bond
- J. Comprehensive Liability Insurance Coverage
- K. Application for Cut Permit
- L. Escrow Agreement
- M. Notice of Award
- N. Notice to Proceed
- O. Change Order
- P. Notice of Final Acceptance

## ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner. Existing Bond #31-0120-10334-8106 (USF&G Bond #6-15-82).

## ARTICLE 10. INDEMNITY

Contractor shall furnish to owner within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

## ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Engineering Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY Paul Schaefer, President

BY Edward T. Dehaan, Secretary

CITY OF FORT WAYNE, INDIANA

By Win Moses Jr.  
WIN MOSES, JR., Mayor

BOARD OF PUBLIC WORKS

Stephen A. Bailey,  
Stephen A. Bailey, Chairman

Robert A. Anderson Staten, Member

Betty R. Collins  
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED as to form and legality:

R. Snover

APPROVED by the Common Council of the City of Fort Wayne, Indiana on \_\_\_\_\_  
day of \_\_\_\_\_, 1983.

ASSOCIATE CITY ATTORNEY

BILL NO. S-83-04-19

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving Contract No. 330-80, Phase II, by the City of Fort  
Wayne by and through its Board of Public Works and John Dehner, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO — PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Ordinance No. 1155  
Virtual Scrutiny

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel F. Talarico

DONALD J. SCHMIDT

Oct 2000

MARK E. GIAQUINTA

Mark E. Grunert

PAUL M. BURNS

John S. Burns'

Concurred in 4-26-83

DIGEST SHEET

S-83-04-19

TITLE OF ORDINANCE Contract No. 330-80, Phase II with John Dehner, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract No. 330-80, Phase II is for labor, material, equipment, tools, power, transportation, misc. equipment, etc., necessary for the demolition of four (4') feet below ground line, the existing pump station within Contract 330-80, Phase II, break floor in pump floor and wetwell for drainage, fill with material from demolition and gravel to approximately four (4') feet below existing ground level and fill balance with clean dirt. John Dehner is Contractor.

EFFECT OF PASSAGE Elimination of pump station.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$18,750.00

ASSIGNED TO COMMITTEE (PRESIDENT)